

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
AT GREENEVILLE, TENNESSEE**

DAVID and PAMELA LEONARD,

Plaintiffs,

vs.

**STATE FARM FIRE & CASUALTY
INSURANCE COMPANY,**

Defendant.

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Case No. 2:09-CV-295

Jury Demanded

Judge O'Heer

NOTICE OF REMOVAL

The above-named Defendant, State Farm Fire & Casualty Insurance Company, hereinafter "State Farm," pursuant to 28 U.S.C. § 1441, *et seq.*, for its Notice of Removal of the action instituted by the above-named Plaintiffs against it as Defendant, shows unto the Court:

1. Plaintiffs are citizens and residents of Sullivan County, Tennessee, and so plead in their Complaint.
2. Defendant State Farm is, and at all times pertinent to this cause of action was, a foreign corporation doing business in the State of Tennessee. State Farm is incorporated under the laws of the State of Illinois with its corporate headquarters and principal place of business located in Bloomington, Illinois. State Farm was not on November 10, 2008, or any time before or after said date, up to and including the date a Complaint was filed in this action in the Circuit Court of Sullivan County at Bristol,

Tennessee, on December 11, 2009, or on the date of the filing of this Notice of Removal, incorporated under the corporate statutes or other applicable law of the State of Tennessee, and has not at any time prior to or subsequent to December 11, 2009, up to and including the date of the filing of this Notice of Removal, had its principal place of business in Tennessee, or at any place other than Bloomington, Illinois.

3 The citizenship of the respective parties were the same as herein alleged at the time of the commencement of this action and on the date of the filing of this Notice of Removal.

4. On October 22, 2009, Plaintiffs instituted an action against State Farm in the General Sessions Court of Sullivan County, at Bristol, Tennessee, by filing in said Court a Civil Warrant against said Defendant for “breach of contract, Tennessee Consumers Protection Act, Attorney’s Fees & 25% Bad Faith Penalty under \$25,000.” Further, the jurisdictional limit of said court is \$25,000.00. Pursuant to an Order entered on December 2, 2009, the matter was removed to the Circuit Court of Sullivan County at Bristol, Tennessee. Thereafter, on December 11, 2009, Plaintiffs filed a Complaint in the Circuit Court setting forth their case, seeking damages for theft loss occurring on November 10, 2008, pursuant to their State Farm policy in the amount of \$35,000.00. In addition, Plaintiffs alleged Defendant State Farm violated the Tennessee Consumer Protection Act, and was entitled to treble damages and attorney fees. Thus, the amount in controversy now exceeds \$75,000.00 in this matter.

5. State Farm has made no payments to the insureds.

6 The Complaint filed in the Clerk's Office of the Circuit Court for Sullivan County at Bristol, Tennessee, was received by the Defendant on December 16, 2009. December 16, 2009 was the first date by which State Farm could ascertain that the case had become removable.

7. Less than thirty (30) days have transpired since notice of the amount in controversy exceeded \$75,000.00, and that said notice was received by Defendant's counsel, up to and including the date of the filing of this Notice of Removal.

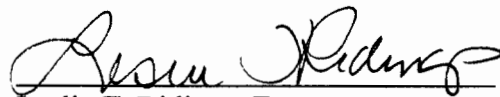
8. Defendant files with this Notice of Removal, marked for identification as "Collective Exhibit 1", a copy of the State Court pleadings and Orders filed.

9. The amount in controversy in said action herein referred to exceeds the sum of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs. This suit is to determine rights under a boat policy as a result of a theft.

WHEREFORE, Defendant State Farm prays that this Court accept this Notice of Removal and proceed with this action in accordance with the law.

**STATE FARM FIRE & CASUALTY
INSURANCE COMPANY**

By:



Leslie T. Ridings, Esq.
TN BPR No. 019621
HUNTER, SMITH & DAVIS, LLP
1212 North Eastman Road
Post Office Box 3740
Kingsport, TN 37664-0740
(423) 378-8828
ltridings@hdsdlaw.com

By:

Chad Wallace

Chad E. Wallace, Esq.

TN BPR No. 021741

BAKER, DONELSON, BEARMAN,

CALDWELL & BERKOWITZ, P.C.

100 Med Tech Parkway, Suite 200

Post Office Box 3038

Johnson City, TN 37602

(423) 928-0181

cwallace@bakerdonelson.com